THE HIGH COURT OF UTTARANCHAL AT NAINITAL.

Writ Petition (M/S) No. 629 of 2006

1. Harsharan Singh, S/O Sri Ram Singh,
2. Tejendra Singh, S/O Sri Ram Singh,

Both residents of village Rajpura No. 1, Tehsil Gadarpur, District Udham Singh Nagar.

... **Petitioners.**

Versus

1. State of Uttaranchal through District Magistrate, U.S.Nagar.
2. Bank of Badoda Through Branch Manager, Branch Gadarpur, District U.S.Nagar.
3. The Tehsildar, Tehsil Gadarpur, District U.S.Nagar.

... Respondents

Sri N.Bali & Sri Lalit Tewari, learned counsel for the petitioners.
Sri Nand Prasad learned counsel for the respondents No. 1 and 3.
Sri S.K.Jani, learned counsel for the respondent no.2-Bank.

Dated May 25, 2006.

Hon'ble B.S.Verma, J.

This writ petition has been moved for quashing the impugned recovery notices (Annexure No.1 to the writ petition) whereby recovery citations were issued to the petitioners for repayment of loan amount by the Recovery Officer-respondent no.3.

Brief facts are that the petitioners took a loan for agricultural purposes including purchase of tractor for their farming amounting to Rs. 45,000/- in account of mother of the petitioners as well as in the account of petitioner no.1 for Rs. 32,000/- and Rs. 22,000/- in the account of petitioner no.2 from the respondent bank. It is stated that petitioner no. 1 along with his mother (since deceased) had taken a loan amounting to Rs. 2,10,000/- on 28-11-1998 for purchasing a tractor. The loan amount was returnable within a period of nine years. It is further stated that another loan of Rs. 15,000/- was taken jointly by the petitioners besides a loan amounting to Rs. 10,000/- taken separately by petitioner no.2 as engine loan. The petitioners used to repay the loan amount in

instalments to the respondent bank and a total sum of Rs. 1,90,000/-. The agricultural loans were taken by the petitioners in June 2003, but the rate of interest was not disclosed by the respondent Bank and the petitioners deposited the entire amount of loan, which was not taken into account and the recovery citations issued against the petitioners Tejendra Singh for a sum of Rs. 38,105/- and against Harsharan Singh for Rs. 32,461/- were fake, which is Annexure No.4. The petitioners being aggrieved by recovery citations approached the District Magistrate Udham Singh Nagar for summoning the record of tractor loan but to no avail. Then the petitioners again moved application before the District Magistrate on 7-6-2004 praying for making proper enquiry, but despite the directions of the District Magistrate, no action was taken by the Recovery Officer Officer-respondent no. 3.

In the course of arguments, the learned counsel for the petitioner confined his prayer to the extent that the petitioners are ready and willing to repay the amount under recovery notice in easy instalments provided the amount already deposited by the petitioners towards repayment of loan is adjusted and the writ petition may be disposed of finally.

Considering the facts and circumstances of the case, it will be in the interest of justice if the petitioners are directed to deposit 25% of the entire amount under the recovery citations within a period of two months from today and the rest amount shall be payable by the petitioners in four equal quarterly instalments. The repayment of loan amount, if any, made by the petitioners shall be adjustable. The learned counsel for the bank has no objection to it.

Accordingly, the petitioners are directed to deposit 25% of the amount under the impugned recovery citations before the Recovery Officer within a period of two months from today and the rest of the amount shall be payable by the petitioners in four equal quarterly instalments before the Recovery Officer. The first

quarterly instalment shall fall due on the 1st day of August, 2006 and the subsequent instalment shall fall due after every three months. In case, the petitioners have already deposited any amount towards repayment of loan amount including Tractor Loan with the respondent no.2-Bank, the same shall be adjusted, *in case the deposits so made have not been taken into account by the Bank.* It is, however, made clear that in case of default in payment by the petitioners, as directed above, the respondents shall be at liberty to recover the entire amount in lump-sum.

With the above observations, the writ petition is disposed of finally.

(B.S.Verma, J.)

25-05-2006
RCP